

### **Remarks**

This application has been carefully reviewed in light of the Office Action mailed April 15, 2008. At the time of the Office Action, claims 1-13, 35-39 and 41 were pending in the application. In the Office Action, claims 1-13, 35-39 and 41 were rejected. Applicants have amended claims 2, 8 and 12 and have cancelled claim 10. No new matter has been introduced by these amendments. Reconsideration of the above-identified application in view of the following remarks is respectfully requested. Applicants do not admit that these amendments were necessary as a result of any cited art.

Claims 1, 3, 8, 10, 11, 35, 39 and 41 stand rejected as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Examiner states that "the phrase 'legal title term' renders the claim indefinite because it's [sic] meaning is unclear and is not sufficiently defined in the specification ... [as] to claims 1, 3, 10, 11, 35, 39 and 41[.]" (Office Action, p. 2.) The Examiner states that "'legal title term' is interpreted to mean the length of time established during which a property right holder legally exercises that right." *Id.* Applicants traverse this rejection because the phrase "legal title term" is definite as recited in the above-identified claims such that one of ordinary skill in the art would be reasonably apprised of the scope of the invention. Applicants also do acquiesce to the Examiner's construction of the phrase "legal title term" to the extent such construction departs from the plain, ordinary and accustomed meaning of legal title term. In light of the foregoing, Applicants respectfully request withdrawal of the rejection of claims 1, 3, 10, 11, 35, 39 and 41.

With respect to claim 2, the Examiner alleges that the recitation "determining a present/future interest ratio representing the value of the legal title price to the future interest price" is unclear. Without acquiescence to the Examiner's rejection, Applicants have amended the claim to recite "a present/future interest ratio representing the ratio of the legal title price to

the future interest price." In light of the foregoing, Applicants respectfully request withdrawal of the rejection of claim 2.

With respect to claim 8, the Examiner posits that the phrase "in a range of about 3:1 to about 2:3" renders the claim indefinite. Without acquiescence to the Examiner's rejection, Applicants have amended claim 8 to remove the instances of the word "about." In light of the foregoing, Applicants respectfully request withdrawal of the rejection of claim 8.

With respect to claim 10, the Examiner posits that "the recitation 'based on' does not set forth a relationship between the future interest price, a time value of money, a present value of the vehicle, and a legal title term." Without acquiescence to the Examiner's rejection, Applicants have cancelled claim 10. In light of the foregoing, Applicants respectfully request withdrawal of the rejection of claim 10.

Claims 1, 4, 5, 12, 13 and 35-38 stand rejected under 35 U.S.C. §102(b) as being anticipated by U.S. 4,736,294 (Gill). Applicants respectfully submit that Gill does not teach or suggest all elements of the subject matter recited in the rejected claims.

The Examiner opines that claim 1 is disclosed by Gill at col. 1, line 25 - col. 2, line 51. The Examiner states that this passage of Gill "show[s] vehicle financing, payment of a price for a term to possess the vehicle, and financing entity retaining interest because vehicle may be returned at term end." (Office Action, p. 3.)

Applicants submit that Gill, including the above-identified passage, does not teach or suggest "receiving a future interest in a vehicle by a vehicle financing company in consideration for a future interest price," as recited in claim 1.

For instance, Gill does not teach or suggest "receiving a future interest in a vehicle by a vehicle financing company." In Gill, the title passes to the purchaser of the vehicle and the purchaser is guaranteed a future price for the vehicle by the lender. (Col. 1, lines 54-59). Gill does not teach or suggest that a future interest is passed to a vehicle financing company, as

recited in claim 1. At best, the lender "guarantees the purchaser that at the end of the loan term the vehicle can be sold for a predetermined amount." (Col. 1, lines 58-59.) This arrangement provides a purchaser option that may be exercised at the end of the loan by the purchaser for selling the vehicle back to the lender. The purchaser may put the vehicle on the lender for the predetermined amount at loan end. Alternatively, the purchaser may decide to keep the vehicle or sell it to a third party. Since the purchaser has these options, the lender does not have a future interest, which vests a privilege of possession or of enjoyment of a vehicle in the future. In Gill, the lender does not have this privilege. Rather, the lender is at the mercy of the purchaser to exercise the option. Because Gill does not teach or suggest the recited limitation "future interest," Applicants respectfully request the withdrawal of the rejection of claim 1.

Further, Gill does not teach the payment of a future interest price by a vehicle financing company in exchange for a future interest, as recited in claim 1. The Examiner has not cited to a passage of Gill that teaches or suggests a "future interest price." Applicants urge that such limitation is not found in Gill. Because Gill does not teach or suggest the recited limitation "future interest price," Applicants respectfully request the withdrawal of the rejection of claim 1.

For at least the reasons set forth above, Applicants submit that claim 1 is allowable over Gill. Independent claim 35 includes the limitations "future interest" and "future interest price," which are not disclosed or suggested by Gill. Applicants urge that claim 35 is allowable for at least these reasons. Claims 4, 5, 12, 13 and 36-38 should be allowable based at least on their dependency from an allowable independent claim.

Claims 2, 8-11 and 41 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Gill. Claims 2 and 8-11 depend from claim 1 and should be allowable based at least on their dependency from an allowable independent claim. Claim 41 contains recitations similar to those presented in these remarks with respect to claim 1 and should be allowable for at least this reason.

Claims 3, 6, 7 and 39 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Gill in view of Reynolds et al. (U.S. Pat. 7,024,373). Reynolds, however, does not cure the noted deficiencies of Gill. Thus, claims 3, 6, 7 and 39 should be allowable based at least on their dependency from allowable independent claims.

Applicants do not acquiesce in the Examiner's characterizations of the art. For brevity and to advance prosecution, Applicants may not have addressed all characterizations of the art and reserve the right to do so in further prosecution of this or a subsequent application. The absence of an explicit response by Applicants to any of the Examiner's positions does not constitute a concession to the Examiner's positions. The fact that Applicants' comments have focused on particular arguments does not constitute a concession that there are not other arguments for patentability of the claims. Applicants submit that all of the dependent claims are patentable for at least the reasons given with respect to the claims on which they depend.

**CONCLUSION**

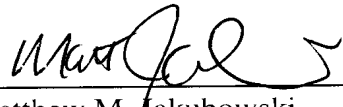
For the foregoing reasons, Applicants believe that the Office Action of April 15, 2008 has been fully responded to. Consequently, in view of the above amendments and remarks, Applicants respectfully submit that the application is in condition for allowance, which allowance is respectfully requested.

Applicants have calculated no additional fee to be due in connection with the filing of this Paper. However, the Commissioner is hereby authorized to charge any fee deficiency incurred as a result of the filing of this Paper to the deposit account of Applicants' Assignee, Ford Global Technologies LLC, Deposit Account No. 06-1510.

Respectfully submitted,

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